

IN THE CIRCUIT COURT, IN AND FOR  
THE FIFTEENTH JUDICIAL CIRCUIT  
OF PALM BEACH COUNTY, FLORIDA.  
CIVIL DIVISION

CASE NO.:

ILIANA HADDOCK,

Plaintiff,

vs.

INSYS THERAPEUTICS, INC., and  
MY COMMUNITY PHARMACY OF  
BOYNTON, INC., d/b/a MY BEST  
PHARMACY,

Defendants.

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**COMPLAINT**

COMES NOW the Plaintiff, ILIANA HADDOCK, by and through her undersigned attorneys, and brings this action against the Defendants, INSYS THERAPEUTICS, INC. (“INSYS”) and MY COMMUNITY PHARMACY OF BOYNTON, INC., d/b/a MY BEST PHARMACY (“PHARMACY”), and alleges:

**INTRODUCTION**

1. This is an action for damages that exceed the minimum jurisdictional limits of this Court.
2. At all times material hereto, the Plaintiff was and is a resident of Palm Beach County and a citizen of Florida.
3. At all times material hereto, the Plaintiff did not have and was never diagnosed with cancer.

4. At all times material hereto, INSYS manufactured a Sublingual/Transmucosal Immediate-Release Fentanyl spray known as SUBSYS, a controlled substance and scheduled narcotic that is highly addictive, that is approximately 50 times stronger than heroin and approximately 100 times stronger than morphine.

5. SUBSYS is an opioid agonist indicated for the management of breakthrough pain in cancer patients who are already receiving and who are tolerant to around-the-clock opioid therapy for their underlying persistent cancer pain.

6. SUBSYS is a powerful, potentially dangerous opioid that also exposes users to risks of addiction, dependence, gastrointestinal disorders, death and other adverse reactions.

7. At all times material hereto, INSYS sold SUBSYS to patients in Florida including the Plaintiff.

8. At all times material hereto, INSYS had a common law duty to patients to properly promote and market SUBSYS to appropriate candidates for SUBSYS therapy and, in addition, INSYS had a statutory duty pursuant to Chapter 499, Florida Statutes, to advertise, market and promote SUBSYS in a way that was truthful in all respects and to not advertise, market and promote SUBSYS in a manner that was false and misleading in any respect.

9. At all times material hereto, INSYS breached its duty to the Plaintiff in that it was negligent and careless in the following regards, which negligence and carelessness caused and/or contributed to injuries and damages suffered by the Plaintiff. The negligence of INSYS includes, without limitation, the following:

- INSYS failed to provide adequate warnings to patients without cancer and/or a terminal illness, including the Plaintiff and her physician(s), of the risk profile associated with SUBSYS including death, respiratory distress, SUBSYS

addiction, SUBSYS dependence, gastrointestinal disorders and other serious injury/adverse reactions in patients without cancer or a terminal illness;

- INSYS failed to provide adequate information regarding the risk profile associated with SUBSYS to the Plaintiff and her physician(s) in order to allow her and her physician(s), to perform an adequate risk/benefit analysis in deciding whether SUBSYS is appropriate for use in patients without cancer and/or a terminal illness such as the Plaintiff;
- INSYS hired sales representatives who possessed no medical or pharmaceutical knowledge or experience and who were otherwise not qualified to properly, truthfully and intelligently advertise, market and promote SUBSYS to the Plaintiff's physician(s). As an example, some of these sales representatives were once employed as strippers, exotic dancers, models and cocktail waitresses. Furthermore, these sales representatives utilized negligent and inappropriate sales techniques to sway the Plaintiff's physician(s) to prescribe SUBSYS to the Plaintiff;
- INSYS, through its employees and agents including, without limitation, Alec Burlakoff, Sunrise Lee, Michael L. Babich and Joseph A. Rowan, Elizabeth Gurrieri and John Kapoor who acted negligently, fraudulently and in violation of applicable Florida statutes in that they advertised, promoted and marketed SUBSYS to the Plaintiff and/or her physician(s) in a manner that was false, misleading, inappropriate and in violation of Florida statutes including Chapter 499 all of which occurred in Florida;
- INSYS devised a scheme to promote, market and sell SUBSYS to patients including the Plaintiff who were not appropriate candidates for SUBSYS therapy and/or to cause these patients including the Plaintiff to develop an addiction to/dependence on SUBSYS so as to ensure ongoing sales of its drug. INSYS used this scheme to market SUBSYS to the Plaintiff's physician(s) who, in turn, prescribed SUBSYS to the Plaintiff;
- INSYS devised a scheme to bribe physicians and provide kickbacks to physicians, including the Plaintiff's physician(s) in order to write large numbers of prescriptions for SUBSYS. As an example, the bribes and kickbacks were "sham"

speaker fees that were, in reality, kickbacks to doctors, to include the Plaintiff's physician(s), in exchange for writing prescriptions for SUBSYS to the Plaintiff;

- INSYS inappropriately marketed SUBSYS to high volume opioid prescribers, including the Plaintiff's physician(s), whom INSYS knew prescribed primarily to patients without cancer;
- INSYS gave jobs to doctor's staff, significant others and paid for physicians, including the Plaintiff's physician(s) to visit strip clubs, shooting ranges and expensive restaurants all designed to cause these doctors to increase their prescribing of SUBSYS;
- INSYS made false and misleading statements to the Plaintiff's health insurers in order to authorize payments for SUBSYS; and,
- INSYS, in all respects acted in a way that placed its profits first and above the safety of patients including the Plaintiff.

10. At least six (6) of INSYS's top executives are under criminal indictment and/or have entered guilty pleas for their role in the inappropriate behaviors of INSYS and the scheme referenced in paragraph 9 above.

11. As a result of the negligent and fraudulent acts of INSYS as described in paragraphs 9 and 10 above, the Plaintiff was prescribed and purchased SUBSYS even though she has never been diagnosed with cancer or any terminal illness.

12. At all times material hereto, the Defendant, PHARMACY, was a Florida corporation authorized and doing business in Palm Beach County and was and continues to be a citizen of Florida. Furthermore, PHARMACY operated a retail pharmacy that regularly dispensed to the Plaintiff multiple narcotic prescription medications including, without limitation, the following: SBSYS; Fentanyl Patches; Hydrocodone Tablets; and, Fentora Tablets all of which are opiate formulated drugs.

13. The Plaintiff has fully complied with all conditions precedent thereby allowing the initiation of this action.

**COUNT I**  
**NEGLIGENCE OF INSYS**

14. The Plaintiff adopts and re-alleges all of Paragraph 1 through 11 and 13 above as if fully set forth herein.

15. As a direct and proximate result of the aforesaid negligence of INSYS, the Plaintiff suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, and aggravation of a previously existing condition. These losses are either permanent or continuing and the Plaintiff will suffer these losses in the future.

WHEREFORE, the Plaintiff, ILIANA HADDOCK, demands judgment against the Defendant, INSYS THERAPEUTICS, INC., in an amount in excess of the minimum jurisdictional limits of this Court, costs, and further demands trial by jury.

**COUNT II**  
**STRICT PRODUCTS LIABILITY DESIGN DEFECT AS TO INSYS**

16. Plaintiff adopts and realleges all of paragraphs 1 through 13 as if fully set forth herein.

17. At all times relevant to this action, INSYS developed, designed, manufactured, advertised, marketed, promoted, distributed and sold into the stream of commerce the narcotic prescription drug SUBSYS that was prescribed to and taken by the Plaintiff.

18. SUBSYS was expected to, and did, reach its intended consumers, to include the Plaintiff, without substantial change in its condition when it left the possession of INSYS. In the alternative, any changes that were made to the drug SUBSYS used by the Plaintiff were reasonably foreseeable to INSYS.

19. The narcotic prescription drug SUBSYS used by the Plaintiff was in a condition unreasonably dangerous and was expected to, and did, reach its intended consumers to include the Plaintiff.

20. The prescription drug SUBSYS used by the Plaintiff was defective in design because it failed to perform as safely as an ordinary consumer would expect when used as intended or when used in a manner reasonably foreseeable by INSYS and/or the risk of danger in the design outweighed the benefits of the drug.

21. The Plaintiff and her health care provider(s) used the prescription drug SUBSYS in a manner that was reasonably foreseeable to INSYS.

22. Neither the Plaintiff, nor her health care provider(s) could have, by the exercise of reasonable care, discovered the drugs defective condition or perceived its unreasonable dangers prior to the Plaintiff's use of SUBSYS.

23. As a direct and proximate result of the defective design of the drug SUBSYS, the Plaintiff suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, and aggravation of a previously existing condition. These losses are either permanent or continuing and the Plaintiff will suffer these losses in the future.

WHEREFORE, the Plaintiff, ILIANA HADDOCK, demands judgment against the Defendant, INSYS THERAPEUTICS, INC., in an amount in excess of the minimum jurisdictional limits of this Court, costs, and further demands trial by jury.

**COUNT III**  
**NEGLIGENCE OF PHARMACY**

24. The Plaintiff realleges and reaffirms all of Paragraphs 1 through

13 above as if fully set forth herein.

25. At all times material to the allegations of negligence herein, the Defendant, PHARMACY, operated a pharmacy in Palm Beach County and was a citizen of Florida.

26. At all times material to the allegations of negligence herein, PHARMACY, through its employees, agents, apparent agents, pharmacists, technicians and ancillary personnel, dispensed narcotic and other prescription medications to the Plaintiff as described in paragraph 12 above.

27. PHARMACY, through its employees, agents, apparent agents, pharmacists, technicians and ancillary personnel, had a duty to properly dispense prescription drugs and narcotic medications to the Plaintiff for her safety and welfare. This duty included, without limitation, the following:

- The duty to interpret and assess prescription orders for potential adverse reactions, interactions and dosage regimen;
- The duty to provide counseling on proper drug usage;
- The duty to warn of the risks inherent in filling certain repeated prescriptions;
- The duty to warn of potential adverse consequences of taking prescription drugs and narcotics in combination with each other;
- The duty to not fill a prescription that is unreasonable on its face;
- The duty to not fill a prescription or to warn the Plaintiff as to those drugs and narcotics that have been prescribed in excessive quantities and dosages and over an inappropriate time interval; and,
- The duty, upon recognizing any of the foregoing to take appropriate steps to avoid the potential harm to the Plaintiff.

28. At the aforesaid time and place at the period of time and treatment

rendered by PHARMACY, this Defendant, through its employees, agents, apparent agents, pharmacists, technicians and ancillary personnel, breached its duty to the Plaintiff and was negligent and careless in the following regards:

- Given the dosage, quantity and duration over which multiple prescription drugs were dispensed to the Plaintiff, PHARMACY failed to properly dispense to the Plaintiff these prescription drugs in that it failed to appropriately interpret and assess the subject prescription orders for potential adverse reactions and interactions;
- Failed to provide counseling to the Plaintiff on proper drug usage given the quantities, dosages, duration and frequency with which these prescription drugs were dispensed;
- Failed to warn of the risks inherent in filling repeated prescription drugs given the quantity and duration over which these drugs were dispensed;
- Failed to warn of the potential adverse consequences of taking the subject prescription drugs in combination with each other;
- Dispensed multiple prescription drugs that were unreasonable on their face given the daily dosage, the quantity dispensed and the duration over which these narcotic prescription drugs were dispensed;
- Failing to warn the Plaintiff that the amount and duration over which the prescription drugs were dispensed, was unreasonable on its face;
- Filling and/or failing to warn the Plaintiff that the multiple narcotic prescription drugs, as dispensed, was excessive, unreasonable, addictive, harmful and inappropriate as to quantity, dosage and duration;
- Failing to review the Plaintiff's prescription records in order to promote the therapeutic appropriateness of the prescribed drugs;
- Failing to identify any drug contraindications and/or interactions with the various prescriptions issued to the Plaintiff;
- Failing to identify the fact that the prescriptions issued to the Plaintiff demonstrated an over utilizing of prescription drugs;



- Failing to identify there was therapeutic duplication of the drugs prescribed to the Plaintiff;
- Failing to identify clinical abuse and/or misuse of the drugs prescribed to the Plaintiff;
- Failing to consult with the prescriber(s) of the drugs prescribed to the Plaintiff about the aforesaid;
- Failing to warn of the dangers and adverse effects of the drugs prescribed to the Plaintiff to include the risk of addiction, dependence, overdose, death and physical injury;
- Failing to warn of the adverse effects and risk of mixing medications;
- Failing to warn the prescribing physician of the dangerous drug interactions;
- Failing to warn the prescribing physician that the duration and dosages of the prescribes drugs were excessive;
- Failing to check the prescriptions for interactions and contraindications by continuing to fill the prescriptions that were excessive in nature; and
- By continuing to fill prescriptions even though they knew or should have known of the potential dangers of the prescribed drugs.

29. As a direct and proximate result of the aforesaid negligence of PHARMACY, the Plaintiff suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, and aggravation of a previously existing condition. These losses are either permanent or continuing and the Plaintiff will suffer these losses in the future.

WHEREFORE, the Plaintiff, ILIANA HADDOCK, demands judgment against the Defendant, MY COMMUNITY PHARMACY OF BOYNTON, INC., d/b/a MY BEST PHARMACY, in an amount in excess of the minimum jurisdictional limits of this Court, costs, and further demands trial by jury.

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